

**TOWN OF SOUTHAMPTON  
SUFFOLK COUNTY, NEW YORK**

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**REQUESTS FOR PROPOSALS**

**CONTRACT FOR  
GREEN JOBS GREEN NEW YORK  
BETTER BUILDINGS PROGRAM**

**SEALED BIDS DUE IN TOWN CLERK'S OFFICE,  
116 HAMPTON ROAD, SOUTHAMPTON  
ON OR BEFORE 2:00 PM ON April 13, 2011**

**TABLE OF CONTENTS**

All proposal pages PF, GML and Bidders Qualifications which are indicated by being green in color or containing a watermark on the side of the page require the vendor’s information.

NOTICE TO PROPOSERS ..... 3

INSTRUCTIONS TO PROPOSERS..... 4 - 7

SPECIFICATIONS ..... 8 - 9

PROPOSAL FORM..... 10 - 14

GENERAL MUNICIPAL LAW ..... 15 - 16

BIDDERS QUALIFICATIONS ..... 17 – 20

EXHIBIT “A-3”..... 21

SAMPLE QUARTERLY REPORT..... 22 - 25

## NOTICE TO PROPOSERS

RESOLVED, as per the request of Office of Sustainability Coordinator, that the Town Clerk be and is hereby authorized and directed to advertise for public proposals per the following:

TAKE NOTICE, that sealed proposals will be received by the Town Clerk, Southampton Town Hall, on Wednesday, April 13, 2011 at 2:00 pm.

### REQUEST FOR PROPOSALS

The Town of Southampton is seeking proposals for a **"CONTRACT FOR GREEN JOBS, GREEN NEW YORK-BETTER BUILDING PROGRAM (GJGNY-B.B.P.)"**.

Specifications are available beginning on Thursday, March 31, 2011 at 8:30 a.m. online at [www.southamptontownny.gov/TownClerk](http://www.southamptontownny.gov/TownClerk) or in person at the Town Clerk's Office, 116 Hampton Road, Southampton between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, (except Holidays). These specifications have met with the approval of the Office of Contracts Administration.

Each proposal must be submitted in a sealed envelope clearly marked **"CONTRACT FOR GJGNY-B.B.P."**

This RFP is not an offer or a binding commitment to contract on the part of the Town. The Town retains the right to postpone or cancel the RFP or to reject all proposals, if the Town determines, in its sole discretion, that the best interests of the Town will be served thereby.

BY ORDER OF THE TOWN BOARD  
TOWN OF SOUTHAMPTON  
SUNDY A. SCHERMEYER, TOWN CLERK

## INSTRUCTIONS TO PROPOSERS

### 1. Receipt of Proposals

The Town of Southampton invites proposals for the Contract for a CONTRACT FOR GJGNY-B.B.P. Proposals must be submitted per the instructions in the Notice to Proposers.

### 2. Form, Preparation, and Presentation of Proposal

Proposers should return the *entire bid package*, with the information requested on the green pages completed.

Each proposal must be submitted on the forms provided. Proposals must be contained in a sealed envelope marked "CONTRACT FOR GJGNY-B.B.P".

Proposers must provide ALL INFORMATION requested on GREEN PAGES.

#### INCOMPLETE SUBMISSIONS MAY BE REJECTED!!

- If a question is not applicable, indicate by writing "N/A" in answer space
- All blank spaces for proposal prices must be filled in, in ink, in both words and figures, with a total or gross sum for which the proposal is made. In case of discrepancy between the unit price and total amount proposal for any item, the unit price, as expressed in words, shall govern.
- All Bidders Qualifications questions must be answered
- General Municipal Law forms must be signed
- Proposals that contain any omission, erasure, alteration, addition or items not called for in the itemized proposal form, or that contain irregularities of any kind may be rejected.

### 3. Rejection of Proposals

(a) The Town Board reserves the right to reject any proposal if the information submitted in the Bidder's Qualifications statement or an investigation of such proposer fails to satisfy the Town Board that such proposer is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

(b) The Town Board reserves the right to reject any and all proposals in whole or in part, to waive any information in any or all proposals, and to accept the proposal or part thereof which it deems most favorable to the Town after all proposals have been examined and/or checked. No proposal shall be withdrawn by vendor for a period of forty-five (45) days after being received.

#### **4. Method of Award**

All proposals will be compared based on the totality of the presentation regarding the hiring of A **CONTRACT FOR GJGNY-B.B.P** (the "Project"). The Town reserves the right to award the Contract to the proposer who, in the Town's sole determination, offers a proposal that outlines the most efficient and effective plan for the Project in the best interests of the Town. Additional information may be requested for any given proposer.

#### **5. Insurance Required By The Town of Southampton**

The successful proposer will be required to procure and pay for, at his/her expense, the following types of insurance with limits of coverage as further specified in the General Contract Provisions:

- A) Workers Compensation Insurance, as required by Applicable Law, the coverage must be evidenced on a C-105.2 form or if exempt on the CE-200 form. If you have questions please visit [www.wcb.state.ny.us/main/forms](http://www.wcb.state.ny.us/main/forms).
- B) Disability Benefits Insurance must be evidenced on a DB-120.1 form or if exempt on the CE-200 form. If you have questions please visit [www.wcb.state.ny.us/main/forms](http://www.wcb.state.ny.us/main/forms).
- C) General Liability insurance to include bodily injury and injury to property in the amount of \$1,000,000 per occurrence, the Accord form is acceptable to evidence the liability coverage.

The Town will be named as an additional insured on the Liability policy.

This contract will not be signed by the Town's Supervisor until all required insurances are received.

#### **6. Term of Contract**

The term of this Contract shall begin at the date of execution of the contract by the Town Supervisor or his designee, and shall expire on or about May, 2012. The Town shall have the option to renew the contract for the amount of time, in its sole discretion, the Town deems necessary to complete the Project.

## **7. Method of Payment**

Payment terms shall be negotiated between the Town and the successful proposer, and included in the Contract.

## **8. Contract**

This entire RFP package, comprised of the Title Page, Table of Contents, Notice to Proposers, Instructions to Proposers, Specifications, Proposal Forms, General Municipal Law, and Bidder's Qualifications shall become part of the complete Contract upon award of the Contract. These materials shall be appended to the final contract document as negotiated between the Town and the successful proposer, and, together with that contract document, shall comprise the complete Contract.

## **9. Town's Reservation of Rights**

**The Town reserves all rights with respect to this RFP, including but not limited to the following:**

This RFP is not an offer or a binding commitment to contract on the part of the Town. The Town retains the right to postpone or cancel this RFP or to reject all proposals if the Town determines, in its sole discretion, the best interests of the Town will be served thereby. The Town further reserves the right to reject any proposal that is, in the Town's sole discretion, determined to be incomplete, non-responsive, purports to alter any required terms or conditions of this RFP or that contains any other irregularities.

The Town may make such investigation as the Town deems necessary to determine the responsibility of any proposer or to verify the ability of any proposer to perform the construction management services specified herein. The Town reserves the right to reject any proposal if the information requested by the Town is not submitted as required or if the information submitted by or the investigation of any bidder fails to satisfy the Town that the bidder is responsible or is qualified and capable of carrying out the obligations of the Contract.

Upon acceptance of a proposal, the Town shall, by letter, officially notify the successful proposer of said acceptance and, prior to the award of the Contract, enter into negotiations with the successful proposer. The Town retains the right to withdraw from such negotiations with the successful proposer and to rescind its acceptance of the successful proposer's proposal should the Town be unable to conclude the negotiations within thirty (30) business days following the official notification of acceptance.

Once negotiations have been completed, the Town will pass a resolution awarding the Contract, and the successful proposer will be required to sign the Contract and provide evidence of insurance and any additional documentation required by the Town. If the

successful proposer refuses, fails, or neglects to sign the Contract or to provide evidence of required insurance or any other documentation required by the Town within ten (10) business days of receipt of a Notice of Award from the Town, the proposer shall be considered to have abandoned the Contract, and the Town shall have the right to rescind the award of the Contract.

The Town shall not be liable for any costs, expenses, or losses, including without limitation loss of business opportunity, claimed or incurred by any party in connection with the preparation or submission of a proposal in response to this RFP, or otherwise in connection with this RFP or its modification, postponement, or cancellation. All proposals become the property of the Town upon submission.

BID CLOSED

## SPECIFICATIONS

### CONTRACT FOR GJGNY-B.B.P

#### STATEMENT OF WORK

##### Introduction

Under the United States Department of Energy ("DOE") Better Buildings program administered in New York State by New York State Energy Research and Development Authority, the Long Island Green Homes and Building Consortium (the "Consortium") comprised of seven towns on Long Island and the Sustainability Institute of Molloy College (hereinafter referred to as the "Sustainability Institute") will help implement the Better Buildings/Green Jobs-Green New York ("GJGNY") program on Long Island.

##### Statement of Work

The Contractor under the direction of the sustainability coordinator shall be responsible to the Town for performance of the following work:

- Attend consortium meetings and outreach and marketing subcommittee meetings unless otherwise directed by the Sustainability Coordinator.
- Collect project data and prepare monthly reports in accordance with the tools provided by NYSERDA and the requirements herein.
- *Outreach and Marketing Plan:* Undertake a local outreach and marketing program with the Town's local brand and identity. The goal is to ramp-up the energy efficient "deep retrofits" for residential, multifamily, not-for-profit and commercial properties within the Town. Specifically the Contractor shall:
  - Provide local advocacy, marketing and outreach for the program to town residents, businesses, and the contractors in conjunction with the contractor and the sustainability Institute.
  - Build awareness of the program and targets small business, not-for-profit organizations, and residential and multi-family building owners throughout the town.
  - Plan to reach at least 90% of its residents through some form of marketing each year.
  - Engage in multiple marketing and outreach platforms including website presence with links to various social medias, advertising in municipal print materials, press releases, print material distribution, one-on-one outreach,



workshops, speaking engagements, contractor recruitment techniques and others.

- Ensure that a link is posted to the GJGNY program on the Town's web site. New York State Energy Research and Development Authority (NYSERDA) will link the NYSERDA GJGNY Web site to a Web site designated by the Town.
  - Distribute promotional print materials developed and provided by NYSERDA as well as materials developed by the Contractor and the Town (hereinafter "Program Print Materials").
    - It is anticipated that NYSERDA materials will include information on the Home Performance with ENERGY STAR program, the Small Business/NFP Energy Efficiency program, and the Multifamily Performance Program, all developed with the GJGNY Loan Fund and exhibiting features provided through GJGNY. It is anticipated that these materials will be developed in multiple languages.
    - The Program Print Materials shall be distributed at the counters of all local government offices and programs serving the public including but not limited to the Town Supervisor and Town Council Offices, Sustainability Office, Building and Planning Offices, Personnel Office, Town Clerk, Assessor and Finance Offices, Highway Department, Department of Public Works, Housing and Community Development Agencies and Human Services facilities.
    - The Program Print Materials shall be distributed to local organizations and businesses for distribution.
    - The Contractor shall educate the Town's employees at each public counter about the GJGNY program and provide local contact information.
- **Public Affairs Coordination:** The Contractor shall establish a public affairs component to the outreach and marketing plan to generate local news about the program. The public affairs efforts shall include:
- Submitting press releases to local newspapers as follows:
    - News releases shall be issued upon the announcement of the launching of different components of the Better Buildings/GJGNY program, such as:
      - The availability of free or reduced cost energy audits.
      - The launch of the GJGNY Loan Fund.
      - The launch of HUD's Energy Loan Program insured through FHA.
      - Soliciting participation of local contractors in the GJGNY program.

- As press releases are developed through NYSERDA's targeted media plan and as public relations materials are developed through NYSERDA's public relations campaign.
  - Press releases developed by the Contractor highlighting the benefits and the success of the GJGNY and the Consortium.
  - Publishing notices about the GJGNY program in mailings regularly distributed by the Town such as newsletters, calendars, and flyers.
  - Providing outreach through other avenues of communication such as municipal public access television programming.
- *Local Contractor Outreach:* The Contractor shall outreach to local contractors on Energy Efficiency and Conservation Block Grant (EECBG) and HUD home improvement lists, encouraging them to become Building Performance Institute (BPI) accredited and to participate in the NYSERDA program. The Contractor may conduct local workshops in coordination with Conservation Services Group (CSG) and BPI or provide one-on-one support.
- *Outreach and Marketing Implementation:* The Contractor shall be responsible for marketing and outreach to potential GJGNY program participants. Marketing and outreach efforts shall include, as a minimum:
- Developing a referral system to encourage program participation in GJGNY. This shall include:
  - Outreaching to current residents who have applied to the Town or expressed interest in retrofitting their homes or businesses.
  - Establishing a referral process with Town departments that have direct contact with homeowners, contractors and businesses which may have interest in retrofitting, such as building departments, planning departments and community development agencies.
  - Coordinating with Home Performance Contractors, Small Commercial Auditors, utilities and other key program participants and stakeholders to facilitate further participation in the GJGNY program.
  - When launched, marketing NYSERDA's formal referral program that will encourage residential and business program participants to refer friends, neighbors and colleagues to the program.
  - Establishing an education and outreach program in coordination with the Sustainability Institute and the Long Island Library System, utilizing materials provided by NYSERDA.

- Implementing direct outreach in coordination with local school districts and/or Parent Teacher Associations (PTA's).
- Conducting or attending local contractor meetings and/or workshops with residents, businesses, and contractors, not-for-profit, civic, advocacy and faith based organizations, local elected officials and planning boards, chambers of commerce and Business Improvement Districts. Sign-in sheets shall be used at each meeting to establish attendance and affiliation
- **One-to-One Efforts:** The Contractor shall educate prospective program participants about the benefits of energy efficiency upgrades. This education program includes group meetings, one-on-one outreach, the use of the Town web site and webinars and the extensive use of media outreach.
  - The Contractor shall follow-up with prospects to determine interest, assist with next steps, and refer prospective participants to comprehensive energy assessments to NYSEERDA's BPI and certified contractors.
  - The Contractor shall provide support to prospective program participants by providing information about financing including the GJGNY Loan Fund, HUD loans, and other financing established for the program.
  - The Contractor shall assist homeowners and business owners with the application process, as needed.
- **Reporting:** Using a database or spreadsheet, the Contractor shall track its outreach and marketing efforts as well as inquiries that are the result of local marketing efforts. NYSEERDA will provide the Contractor with access to its GJGNY Community Based Organization (CBO) Referral and Home Performance metrics tracking database. The Contractor shall report quarterly on planned and actual outcomes for all marketing and outreach efforts as set forth in more detail in Exhibit A-3.
- The Contractor shall periodically review the effectiveness of local initiatives in driving participation in retrofit programs and recommend changes to the Town, as necessary
- **Performance under the Contract:** The Contractor must adhere to the master contract between CDC and the Town including performance targets. Subcontractor performance shall be reviewed on a quarterly basis.
- **Coordination:** The Contractor shall coordinate its activities under the contract with the Town and the Consortium, including submitting monthly and quarterly reports to the Town for submittal by the Town to the Consortium, providing the Town and the

Consortium with documentation of activities, submitting monthly invoices for payments, and seeking prior approval before making budget amendments.

➤ ***Deliverables:*** The Contractor shall provide the following deliverables for review and approval by the Town, the Consortium and the NYSERDA Project Manager:

- Copies of the proposed education, marketing and outreach plans with quarterly updates, where appropriate budget recommendations for implementation (such as printing) should accompany the plan.
- Verification that the Town has linked to the NYSERDA designed Web referral and project tracking database.
- Monthly reports to the Town of its education, marketing and outreach activities.
- Quarterly assessment of the effectiveness of the Town in driving participation in retrofit programs with proposed program revisions, as necessary.

**PLEASE NOTE:**

All inquiries regarding the substantive terms or requirements of this RFP must be submitted in writing. Inquiries should be faxed to Elizabeth Plouff 631 283-6550, and **must be received by no later than 5 pm Friday, April 8, 2011.** Responses to inquiries deemed appropriate by the Town will be issued in the form of addenda to the RFP and provided to all those who request or had previously received a copy of the RFP.

Officially issued written addenda from the Towns shall be the **only** authorized method for communicating clarification or modification of the requirements of this RFP.

It is estimated that this program will require approximately 800-1000 hours of consultant staff time over a year to assist in the further development, implementation and management of the program.

The proposal should be accompanied by a statement outlining the qualifications of the firm to execute this program; as appropriate, samples of projects and or programs executed for other clients may be submitted as additional qualifying support.

**PROPOSAL FORM**  
**TOWN OF SOUTHAMPTON**  
**SUFFOLK COUNTY, NEW YORK**

**CONTRACT FOR GJGNY-B.B.P**

THE UNDERSIGNED PROPOSER HAS CAREFULLY EXAMINED THE ATTACHED DOCUMENTS AND WILL SUPPLY AND DELIVER ALL SPECIFIED ITEMS FOR THE TOWN OF SOUTHAMPTON IN ACCORDANCE WITH THE FOLLOWING PRICES:

BID CLOSED

**TOWN OF SOUTHAMPTON**  
**PROPOSAL FORM**  
**CONTRACT FOR GJGNY-B.B.P**

Proposer should attach a detailed proposal and any supporting materials, including but not limited to resumes with related experience documenting the ability to perform the services specified in this RFP.

Proposer should attach sample materials from previous jobs demonstrating its ability to provide the documentation required under the specifications of this RFP (e.g., budgets, timelines, charts, etc.)

Proposer's Business Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

The undersigned hereby acknowledges receipt of the following Addenda (if any):

<u>Addendum No.</u>	<u>Dated</u>
_____	_____
_____	_____

**THE TOWN BOARD OF THE TOWN OF SOUTHAMPTON RESERVES THE RIGHT TO REJECT AND ALL PROPOSALS.**

**GENERAL MUNICIPAL LAW - SECTION 103-a and 103-b****GROUND FOR CANCELLATION OF CONTRACT BY MUNICIPAL CORPORATIONS**

Upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, and political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

- a) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof for goods, work, or services, for a period of five years after such refusal, and to provide also that,
- b) any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

This condition shall be further subjected to any other provisions or subsequent amendments to Section 103-a and 103-b of the General Municipal Law.

In acknowledgment of the above:

Proposer's Business Name: \_\_\_\_\_

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**GENERAL MUNICIPAL LAW - 103-d****Non-Collusive Bidding Certificate**

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under the penalty of perjury, that to the best of his knowledge and belief:

- (A) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, and for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor or potential competitor;
- (B) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer prior to the opening, directly or indirectly to any other bidder, competitor or potential competitor;
- (C) No attempt has been or will be made by the proposer to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

I hereby affirm, under the penalty of perjury, the foregoing statement is true:

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Affix corporate seal if contractor is a corporation.



**BIDDER'S QUALIFICATIONS**

All questions must be answered and the information given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets.

**Section A.**

1. Name of Bidder: \_\_\_\_\_
2. Main Office Address: \_\_\_\_\_
3. When Organized: \_\_\_\_\_
4. If a corporation, where incorporated: \_\_\_\_\_

<b><u>5. NAME OF PARTNERS</u></b>	<b><u>HOME ADDRESS OF PARTNERS</u></b>
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(If Bidder is a FIRM, state here the name and home address of each member thereof)

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If Bidder is a CORPORATION, complete the information below:

Name and Address of President: \_\_\_\_\_

Name and Address of Vice President: \_\_\_\_\_

Name and Address of Secretary: \_\_\_\_\_

6. Does any other contractor, vendor or person have, hold, or may derive any actual or beneficial percentage of interest in any other form of ownership of the Bidder in an amount of 5% or more?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**Section B.**

Provide information below regarding similar contracts held:

PURCHASER'S NAME	CONTACT PERSON	TELEPHONE NUMBER	CONTRACT AMOUNT	DATE COMPLETED
_____	_____	_____	\$ _____	_____
_____	_____	_____	\$ _____	_____
_____	_____	_____	\$ _____	_____
_____	_____	_____	\$ _____	_____

**Section C.**

1. Have you ever failed to complete any contract awarded to you? Yes/No \_\_\_\_\_

2. Have you ever defaulted on a contract? Yes/No \_\_\_\_\_

If yes, state where and why

\_\_\_\_\_

\_\_\_\_\_

3. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a contract?

Yes/No \_\_\_\_\_

If yes, state name of individual, other organization and reason:

\_\_\_\_\_

\_\_\_\_\_

4. Has any officer or partner of your organization ever failed to complete a contract in his/her own name? Yes/No \_\_\_\_\_

If yes, state name and reason:

\_\_\_\_\_

\_\_\_\_\_

5. In what other lines of business are you financially interested?

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6. Who will personally supervise this contract?

<u>Name</u>	<u>Title</u>	<u>Office phone number</u>
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7. Do you have, or can you obtain, sufficient personnel and equipment to perform this contract as required by the "Bid Proposal"? Yes/No \_\_\_\_\_

8. Provide names and phone numbers of local (Long Island) government references

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9. Provide phone numbers for contact in case of emergencies, for immediate response:

Day: \_\_\_\_\_ Night: \_\_\_\_\_

10. List all major equipment you will utilize to perform all work. Indicate whether you currently own or lease equipment, or will lease it (attach a separate sheet if necessary).

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11. Successful Bidder shall provide the Town, at the signing of the contract, the following information:

- a. Table of Organization of the CONTRACTOR showing the names and addresses of all individuals serving on the Board of Directors or comparable body of the CONTRACTOR.
- b. Proof of financial capability and a detailed financial statement.

**Section D.**

(\*Delete phrases that are not applicable)

I, \_\_\_\_\_ the \*(applicant herein),  
(an officer or agent of the corporate applicant) namely its \_\_\_\_\_,

\*(swears) or (affirms) under the penalties of perjury that:

1. The following persons have a direct or indirect interest in this bid:

<u>NAME</u>	<u>ADDRESS</u>	<u>DATE OF BIRTH</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

(In case of corporations, all officers of the corporation and stockholders owning more than 5% of the corporate stock must be listed. Attach an additional sheet, if necessary).

2. The following person(s) listed immediately above are related by blood or marriage to an officer or employee of the OWNER. Attach an additional sheet, if necessary.

<u>NAME</u>	<u>RELATIONSHIP</u>	<u>NAME/POSITION OF EMPLOYEE/OFFICER</u>
_____	_____	_____
_____	_____	_____

False statements made herein are punishable as a Class A misdemeanor pursuant to 210.45 of the Penal Law.

\_\_\_\_\_  
Legal Name of Person/Firm/Corporation

By: \_\_\_\_\_

**EXHIBIT A-3**

**BID CLOSED**